

**JUDGE COTE**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

**09 CV 7987**

RIGHT SEA LIMITED,

Plaintiff,

- against -

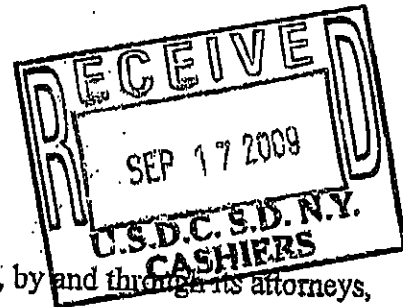
OCEAN TRANSPORT & SHIPPING (ASIA) PTE. LTD.,

Defendant.

09 Civ. \_\_\_\_\_

ECF.

**VERIFIED COMPLAINT**



Plaintiff, RIGHT SEA LIMITED (hereinafter "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, OCEAN TRANSPORT & SHIPPING (ASIA) PTE. LTD. (hereinafter "Defendant") alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under the foreign law with an address at P.O. Box 957, Offshore Incorporate Centre, Road Town, Tortola, British Virgin Islands.

3. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity organized and existing under the laws of Singapore with a registered address at 9 Kelantan Lane, # 06-01, Singapore 208628.

4. At all times material to this action, Plaintiff was the disponent owner of the motor vessel "M/V VINASHIN BAY" (hereinafter the "Vessel").

5. By a charter party dated April 22, 2009 (hereinafter "the Charter Party") Plaintiff time chartered the Vessel to Defendant. *See Charter Party dated April 22, 2009 annexed hereto as Exhibit "1."*

6. Plaintiff delivered the Vessel into the service of Defendant on May 19, 2009 pursuant to the terms of the Charter Party and has duly performed all of its obligations under the Charter Party.

7. The Charter Party provides that Defendant shall pay charter hire to Plaintiff at the rate of US\$4,800.00 per day, pro rata, commencing from the day and time of delivery until the day and time of redelivery. *See Exhibit "1" Clause 4.*

8. Charter hire is payable to Plaintiff four (4) banking days after Vessel delivery for the first fifteen (15) days hire, and thereafter, every fifteen (15) days in advance. *See Exhibit "1," Clause 59.*

9. The Vessel was redelivered into the possession of Plaintiff on August 20, 2009.

10. After the Vessel had been redelivered to Plaintiff at the end of the charter, there remains due and owing to the Plaintiff the sum of \$90,081.49 being the amount outstanding for charter hire and/or other payments due under the Charter Party.

11. Defendant's failure to pay the full amount of \$90,081.49 due and owing to Plaintiff constitutes a breach of the Charter Party contract.

12. As a result of Defendant's breach of the Charter Party as aforesaid, Plaintiff has suffered damages in the principal amount of \$90,081.49, as best as can now be estimated exclusive of interest, reasonable attorneys' fees and arbitration costs, and taking into account applicable credits for Defendant's account and hire payments made to Plaintiff under the Charter Party as set forth in detail in Plaintiff's Final Statement of Accounts. *See Final Statement of Account annexed hereto as Exhibit "2."*

13. Despite due demand, Defendant has failed to remit the overdue hire to Plaintiff pursuant to the Charter Party.

14. Pursuant to the terms of the Charter Party, disputes between the parties are to be submitted to arbitration in London with English law to apply. *See Exhibit "1," clause 80.* Plaintiff will commence arbitration after the commencement of this action and jurisdiction is obtained over Defendant.

15. This action is brought in order to obtain jurisdiction over Defendant and also to obtain security for Plaintiff's claims and in aid of London arbitration proceedings.

16. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party.

17. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

- |    |  |             |
|----|--|-------------|
| a. | Plaintiff's Principal Claim:<br><i>Outstanding Hire</i>            | \$90,081.49 |
| b. | Interest:<br><i>3 years at 5 % per annum, compounded quarterly</i> | \$14,481.01 |

c. Estimated recoverable legal fees and arbitration costs: \$30,000.00

**Total: \$134,562.50**

18. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant. *See Affidavit in Support of Prayer for Maritime Attachment annexed hereto as Exhibit "3."*

19. Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by any garnishee within the District for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That the Court retain jurisdiction to compel the Defendant to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;

C. That pursuant to 9 U.S.C. §§ 201. *et seq.* and/or the doctrine of comity this Court recognize and confirm any foreign judgment or arbitration award rendered on the claims had herein as a Judgment of this Court;

D. That since the Defendant cannot be found within this District pursuant to Rule B of

the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all tangible or intangible property of the Defendant within the District, including but not limited to any funds held by any garnishee, which are due and owing to the Defendant, up to the amount \$134,562.50 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

E. That in the alternative, this Court enter judgment against Defendant on the claims set forth herein;


F. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

G. That this Court award Plaintiff its attorney's fees and costs of this action; and

H. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: September 17, 2009

The Plaintiff,  
RIGHT SEA LIMITED

By:   
Patrick F. Lennon  
Darin L. Callahan  
LENNON, MURPHY & LENNON, LLC  
420 Lexington Ave., Suite 300  
New York, NY 10170  
Phone / Fax (212) 490-6050 / 6070  
pfl@lenmur.com  
dlc@lenmur.com

ATTORNEY'S VERIFICATION

1. My name is Darin L. Callahan.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: September 17, 2009

  
Darin L. Callahan

# Exhibit 1

CHARTER PARTY OF MV "VINASHIN BAY" DATED JANUARY 22<sup>nd</sup>, 2009

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Ship Brokers & Agents (U.S.A.), Inc. (ASBA), New York  
This derivative work may not be copied without the  
permission of the copyright owner.  
Copyright ASBA, Inc.



## TIME CHARTER

New York Produce Exchange Form

Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.

November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3rd, 1948; June 12th, 1981

	THIS CHARTER PARTY, made and concluded	1
	on the 22 <sup>nd</sup> day of April 2009	2
Owners	between Right Sea Limited	3
	the good	4
Description of vessel	of Steamship/Motorship "Vinashin Bay"	5
	of gross register, and	6
	tonne net register, having engines of	7
	horsepower and with hull, hatches and cargo spaces, machinery and equipment in a thoroughly	8
	efficient,	9
	state, and classed V.R. of about	10
	25,526 cubic meter gross/bale capacity	11
	20,076 long/metric tons deadweight capacity (cargo and	12
	bunker, including fresh water and stores not exceeding	13
	long/metric tons) on a salt water draft of 7.3 meters	14
	freeborn, inclusive of permanent bunkers, which are of the capacity of about	15
	long/metric tons of	16
	fuel oil and	17
	long/metric tons of	18
	capable of steaming, fully laden, under good weather conditions about	19
	knots see clause 39 on a consumption of about (description clause)	20
	long/metric tons of	21
	The speed as described in this clause is warranted throughout the	22
	currency of this charter party,	23
	now	24
Charterers	Ocean Transport & Shipping (Asia) Pte Ltd as	25
	Charterers of Singapore	26
Duration	The Owners agree to let and the Charterers agree to hire the vessel from the	27
	time of delivery for about 25/45 days without guarantee excluding any	28
	time for drydocking, time charter always via safe ports/safe berths/safe anchorages, always	29
	afloat except as may be permitted for 1 time charter trip during the currency of this CP as per	30
	clause 71, always accessible, always within Institute Warranty Limits (IWL) with lawful harmless	31
	clinker/petcoke or fertilizer in bulk, which to be loaded in accordance with IMO / local regulations	32
	within permitted trading limits, within below mentioned trading limits.	33
Sublet	Charterers shall have liberty to sublet the vessel for all or any part of the	34
	time covered by this Charter, but Charterers shall remain responsible for the	35
	fulfillment of this Charter.	36
Delivery	Vessel shall be placed at the disposal of the Charterers, dropping / set outwards	37
	see pilot, Hochiminh City, any time day night Sundays and holidays included	38
	In such dock or such berth or place where she may safely lie, always afloat,	39
	at all times of tide, except as otherwise provided in Clause 8 as the Charterers	40
	may direct. If such dock, berth or place be not available, time shall count as	41
	provided in Clause 8 see clause 43. Vessel on her delivery shall be ready to receive	42
	Charterers' intended cargo with	43
	clean-swept holds and tight staunch, strong and in every way fitted for ordi-	44
	nary cargo service, having water ballast and with sufficient power to	45
	operate all	46
	cargo handling gear simultaneously (and with full complement of officers and	47
	crew for a vessel of her tonnage and flag), to be employed in carrying lawful and in	48
	accordance with IMO Regulations merchant	49

M. J. J.





## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

Dangerous Cargo	disc. excluding any goods of a dangerous, injurious, flammable or corrosive nature unless carried in accordance with the requirements or recommendations of the proper authorities of the state of the vessel, registry and of the states of ports of shipment and discharge and of any intermediate state of ports through whose waters the vessel must pass. Without prejudice to the generality of the foregoing, in addition the following are specifically excluded: livestock of any description, arms, ammunition, explosives.	46 47 48 49 50 51 52
Cargo Exclusions	Intended cargo: clinker/petcoke or fertilizer, likely to load in Indonesia/India for discharge Bangladesh/India range Owners cargo/trading exclusions always to apply (see clause 53/71) Cargoes to be loaded/stowed in accordance with IMO regulations & recommendations	53 54 55 56
Trading Limits	The vessel shall be employed in such lawful trades between safe ports and places within <u>Indian Western Limits (IWL) via China, Far East, South East Asia, Bangladesh, India, Pakistan, Persian Gulf, Iraq, East Africa</u> excluding see clause 71.	57 58 59 60 61 62
Owners to Provide	as the Charterers or their agents shall direct on the chartering conditions: 1. The Owners shall provide and pay for the insurance of the vessel and for all provisions, garbage removal unless compulsory by port regulations, Cabin, deck, engine-room and other necessary stores, including boiler, fresh water and luboils, shall pay for wages, consular shipping and discharging fees of the crew also all consular fees pertaining to vessel's nationality and charges for port services including boathage pertaining to the crew, shall maintain vessel's class and keep her in a thoroughly efficient state in hull, hatchcovers and cargo spaces, machinery and equipment with all certificates necessary to comply with requirements at all ports of call, for and during the service.	63 64 65 66 67 68 69 70
Charterers to Provide	2. The Charterers, while the vessel is on hire, shall provide and pay for all the fuel except as otherwise agreed, port charges, canal tolls, towage, boathage, compulsory, customary and recommended, pilotages, charges, agencies, commissions, consular charges (except those pertaining to individual crew members or flag of the vessel), and all other usual expenses except those stated in Clause 1, but when the vessel puts into a port for cargoes for which vessel is responsible, then all such charges incurred shall be paid by the Owners. Fumigations ordered because of disease of the crew or cargoes carried prior to delivery shall be for Owners' account. Owners to keep on board a valid <u>deratization exemption certificate</u> throughout the currency of the charter. Fumigations ordered because of cargoes carried or ports visited while vessel is employed under this Charter shall be for Charterers' account. All other fumigations shall be for Charterers' account. <u>Since vessel has been on charter for a continuous period of six months or more.</u> Charterers shall provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or unusual cargo, but Owners shall allow them the use of any dunnage and shifting boards already aboard vessel.	71 72 73 74 75 76 77 78 79 80 81 82 83 84
Bunkers on Delivery and Redelivery	3. The Charterers on delivery and the Owners on redelivery shall take over and pay for all fuel and diesel oil remaining on board the vessel as hereunder. The vessel shall be delivered with <u>see clause 54</u> <u>long motor tone of fuel oil at the price of</u> ..... per-ton, <u>tons of diesel oil at the price of</u> ..... per-ton. The vessel shall be redelivered with: <u>tons of fuel oil at the price of</u> ..... per-ton, <u>tons of diesel oil at the price of</u> ..... per-ton	85 86 87 88 89 90 91 92 93 94
Rate of Hire	(Same tone apply throughout this clause) 4. The Charterers shall pay for the use and hire of the said vessel at the rate of <u>USD 4,800.00</u> to Owners daily, including overtime/duty. United States Currency	95 96 97 98



## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009


person on vessel's total deadweight carrying capacity, including bunkers;  
 stored on summer freeseed, and under month, 100  
 commencing on and from the day and time of her delivery, as aforesaid, and at and 101  
 after 101  
 the same rate for any part of a day month; hire shall continue until the hour of the 102  
 day of her redelivery in the good order and condition, see clause 38, ordinary wear and 103  
 tear, 103  
 excepted, to the Owners (unless vessel lost) at see clause 56. 104  
 105  
 106  
 unless otherwise mutually agreed, 107  
 Charterers shall to give Owners not less than 40 days notice 108  
 of vessel's expected date of redelivery and probable port of redelivery, save that give 109  
 approximate 15/28 days and 5/3/21 days definite redelivery notice. 110  
 5. Payment of hire shall be made so as to be received by Owners or their 111  
 designated payee in New York, i.e. see clause 59. 112  
 113  
 114  
 in United States Currency, in funds 115  
 available to the Owners on the due date, semi monthly, every 15 days in advance, and for 116  
 the 116  
 last 15 days half month, or part of same the approximate amount of hire, and should 117  
 same not cover the actual time, hire shall be paid for the balance day by day as 118  
 it becomes due, if so required by Owners, failing the punctual and regular 119  
 payment of the hire; see clause 57 or on any fundamental breach of this Charter, the 120  
 Owners shall be at 120  
 liberty to withdraw the vessel from the service of the Charterers without pre- 121  
 judice to any claims they (the Owners) may otherwise have on the Charterers. 122  
 Time shall count from the date and the hour the vessel has been at the disposal of 123  
 the charterers 7 A.M. on the working day following that on 123  
 which written notice of readiness has been given to Charterers or their agents, 124  
 before 4 P.M. but if required by Charterers, they shall have the privilege of 125  
 using vessel at once, in which case the vessel will be on hire from the com- 126  
 mencement of work. 127  
 128  
 See clause 60 Cash for vessel's ordinary disbursements at any port may be 128  
 advanced, 128  
 as required by the Captain, by the Charterers or their agents, subject to 2 1/2 129  
 Percent commission and such advances shall be deducted from the hire. The 130  
 Charterers, however, shall in no way be responsible for the application of such 131  
 advances. 132  
 6. Vessel shall be loaded and discharged in any safe dock or at any safe berth, 133  
 safe anchorage or safe 133  
 Place that Charterers or their agents may direct, provided the vessel can safely 134  
 lie always afloat at any time of tide subject to Owners' orders (Clause 71), except at such 135  
 places where it is customary 136  
 for the vessel to safely lie aground. 136  
 7. The whole reach of the vessel's hold, deck subject to Master's approval and usual 137  
 places of 137  
 loading (not more than she can reasonably and safely stow and carry), also 138  
 accommodations for supercargo, if carried, shall be at the Charterers' dis- 139  
 posal, reserving only proper and sufficient space for ship's officers, crew, 140  
 tackle, apparel, furniture, provisions, stores and fuel. 141  
 8. The Captain shall prosecute his voyages with due despatch, and shall 142  
 render all customary assistance with ship's crew and boats. The Captain 143  
 (although appointed by the Owners) shall be under the orders and directions of 144  
 the Charterers as regards employment and agency, and Charterers are to 145  
 perform all cargo handling at their expense under the supervision of the 146  
 Captain, who is to sign the bills of lading for cargo as presented in conformity 147  
 with mate's or tally clerk's receipts. However, at Charterers' option, the Char- 148  
 terers or their agents may sign bills of lading on behalf of the Captain always in strict 149  
 conformity with mate's or tally clerk's receipts see clause 62. All bills of lading shall be 150  
 without prejudice to this Charter and the Charterers shall indemnify the Own- 151



## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

Lading	ers against all consequences or liabilities which may arise from any inconsistency between this Charter and any bills of lading or waybills, signed by the Charterers or their agents or by the Captain at their request.	165
Conduct of Captain	9. If the Charterers shall have reason to be dissatisfied with the conduct of the Captain or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments. See clause 78.	166 167 168 169
Supercargo and	10. The Charterers are entitled to appoint a supercargo, who shall accompany the vessel at his own risk and expense who is to sign standard L/C and see that voyages are prosecuted with due despatch. He is to be furnished with free accommodation and same fare as provided for Captain's table. Charterers paying at the rate of ..... per day.	170 171 172 173
Meals	Owners shall victual pilots and customs officers, and also, when authorized by Charterers or their agents, shall victual tally clerks, stevedores, firemen, etc., Charterers paying at the rate of lumpsum U.S. \$ 1,000 per month, pro rata including communications, cable, email, meal for all such victualing.	174 175 176 177 178 179
Sailing Orders and Log	11. The Charterers shall furnish the Captain from time to time with all requisite instructions and sailing directions, in writing, and the Captain shall keep full and correct deck and engine logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and furnish the Charterers, their agents or supercargo, when required, with a true copy of such deck and engine logs, showing the course of the vessel, distance run and the consumption of fuel. See clause 74.	180 181 182 183 184 185 186
Ventilation	12. The Captain shall use diligence in caring for the natural ventilation of the cargo.	187
Continuation	13. The Charterers shall have the option of continuing this Charter for a further period of .....	188 189
Laydays/Canceling	14. If required by Charterers, time shall not commence before 07 <sup>00</sup> May 2009 and should vessel not be given written notice of readiness latest by 2359 LT Hours of 15 <sup>00</sup> May 2009 otherwise standard Baltimore Canceling clause to apply. but not later than 4 P.M. Charterers or their agents shall have the option of canceling this Charter at any time not later than the day of vessel's readiness. At delivery port or place, see clause 28.	190 191 192 193 194 195 196 197 198 199
Off Hire	15. In the event of the loss of time from deficiency and/or default and/or strike of officers or crew or deficiency of stores, fire, breakdown of, or damages to, hull, machinery or equipment, grounding, detention by average accidents to ship or cargo unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the vessel, the payment of hire and overtime, if any, shall cease for the time thereby lost. See clause 65 and 66 should the vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed, therefrom. Plus the port charges, pilotages and other expenses directly related to the off hire Charterers option to add any off hire time to the maximum duration of the charter. All fuel used by the vessel while off hire shall be for Owners' account. In the event of the vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the vessel and/or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence thereof, and all directly related extra expenses shall be deducted from the hire.	200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000
Total Loss	16. Should the vessel be lost money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once.	203 204 205
Exceptions	The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the seas, rivers, machinery, boilers and steam	206 207 208 209

M. An





## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

	navigation, and errors of navigation throughout this Charter, always mutually	208
	accepted.	209
<b>Liberties</b>	The vessel shall have the liberty to sail with or without pilots, to tow and	210
	to be towed, to assist vessels in distress, and to deviate for the purpose of	211
	saving life and property. See clause 88.	212
<b>Arbitration</b>	17. Should any dispute arise between Owners and the Charterers, the	213
	matter in dispute shall be referred to three persons at New York, two to be	214
	appointed by each of the parties hereto, and the third by the two so chosen;	215
	their decision, or that of any two of them, shall be final and for the purpose of	216
	enforcing any award this agreement may be made a rule of the court. The	217
	arbitrators shall be commercial men conversant with shipping matters. See Clause 80 for	218
	Arbitration.	218
<b>Lien</b>	18. The Owners shall have a lien upon all cargoes and all sub-freights for	219
	any amounts due under this Charter, including general average contributions,	220
	and the Charterers shall have a lien on the ship for all monies paid in advance	221
	and not earned, and any overpaid hire or excess deposit to be returned at once.	222
	Charterers will not suffer nor permit to be continued, any lien or encumbrance	223
	incurred by them or their agents, which might have priority over the title and	224
	interest of the Owners in the vessel.	225
<b>Salvage</b>	19. All wrecks and salvage shall be for Owners' and Charterers' equal	226
	benefit after deducting Owners' and Charterers' expenses and then's proper	227
	fee. See clause 86.	228
<b>General Average</b>	General average shall be adjusted, according to York-Antwerp Rules	229
	1004-1074, as amended in London at such port or place in the United States as may be	230
	selected by the	230
	Owners and as to matters not provided for by these Rules, according to the	231
	laws and usage at the port of New York. In such adjustment and payments in	232
	foreign currencies shall be exchanged into United States money at the rate	233
	prevailing on the date made and allowances for damage to cargo claimed in	234
	foreign currency shall be converted at the rate prevailing on the day of	235
	discharge at the port or place of final discharge of such damaged cargo from	236
	the ship. Average agreement or bond and such additional security as may be	237
	required by the Owners, must be furnished before delivery of the goods. Such	238
	cash deposit as the Owners or their agents may deem sufficient as additional	239
	security for the contribution of the goods and for any salvage and special	240
	charges thereon, shall, if required, be made by the goods, shippers, consign	241
	ees or owners of the goods to the Owners before delivery. Such deposit shall	242
	at the option of the Owners, be payable in United States money and remitted to	243
	the adjuster. When so remitted the deposit shall be held in a special account at	244
	the place of adjustment in the name of the adjuster pending settlement of the	245
	general average and refunds or credit balances, if any, shall be paid in United	246
	States money. Bunkers and hire not to contribute to general average.	247
<b>York-Antwerp Rules</b>	Charterers shall ensure that all bills of lading issued during the cur	248
	rency of the Charter will contain a provision to the effect that general average	249
	shall be adjusted according to York-Antwerp Rules 1074 and shall include the	250
	"New York Clause" as per Clause 23.	251
<b>Drydocking</b>	20. The vessel was last drydocked	252
	Owners shall have the option to place the vessel in drydock during the cur	253
	rency of this Charter at a convenient time and place, to be mutually agreed	254
	upon between Owners and Charterers, for bottom cleaning and painting	255
	and/or repair as required by class or dictated by circumstances. Payment of	256
	hire shall be suspended upon deviation from Charterers' order until vessel is	257
	Again placed at Charterers' disposal at a point not less favorable to Charterers	258
	than when the hire was suspended. No drydocking except in case of emergency. (See	259
	Clause 99, Gangway watchmen to be for Owners' account. If shore watchmen required, same	260
	to be paid by Charterers. Compulsory watchmen always for Charterers' account.	261
<b>Cargo Gear</b>	21. Owners shall maintain the cargo-handling gear of the ship which is as	262
	follows: see clause 39.	263
	providing gear (for all derricks or cranes) capable of lifting capacity as de	264
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## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

scribed. Owners shall also provide on the vessel power and electric lights on board for night work free of expense to the Charterers, and same to be maintained in efficient working order, lights as on board, but all additional lights over those on board shall be at Charterers' expense. The Charterers shall have the use of any gear on board the vessel, if required by Charterers, the vessel shall work night and day and all cargo, handling gear shall be at Charterers disposal during loading and discharging. In the event of disabled cargo handling gear, or insufficient power to operate the same, the vessel is to be considered to be off hire to the extent that time is actually lost to the Charterers and Owners to pay stevedore and by charges occasioned thereby. If required by the Charterers, the Owners are to bear the cost of hiring shore gear in lieu thereof.

**Stevedore Stand-by** 267  
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**Crew Overtime** 277  
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**Clauses Paramount** 267  
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22. In lieu of any overtime payments to officers and crew for work ordered by Charterers or their agents, Charterers shall pay Owners \$ per month or pro rata, *five in inclusive of any overtime.*

23. The following clause is to be included in all bills of lading issued hereunder:

This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hague-Visby Rules, as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the goods of lading, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that extent, but no further.

This Charter is subject to the following clauses all of which are to be included in all bills of lading issued hereunder:

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship of carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

If a salvaging ship is owned or operated by the carrier, salvage shall be paid for as fully as if salvaging ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.

(a) No contraband of war shall be shipped. Vessel shall not be required, without the consent of Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike operations or hostilities, civil strife, insurrection or piracy where there be a declaration of war or not, where vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de facto or de jure authority.

**War Clause** 320  
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## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

or any purported government) organization maintaining naval, military or air forces.

(b) If such consent is given by Owners, Charterers will pay the provable additional cost of insuring vessel Against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of ..... In addition, Owners may purchase and Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight, disbursements, total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a government program, vessel shall not be required to enter or remain at any such port or zone.

(c) In the event of the existence of the conditions described in (a) subsequent to the date of this Charter or while vessel is on hire under this Charter, Charterers shall, in respect of voyages to any such port or zone, assume the provable additional cost of wages and insurance properly incurred in connection with master, officers and crew as a consequence of such war, maritime operations or hostilities.

**Ice** 24. The vessel shall not be required to force ice or follow ice breakers or to enter or remain in any icebound port or area, nor any port or area where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is risk that in the ordinary course of things the vessel will not be able on account of ice to safely enter and remain in the port or area or to get out after having completed loading or discharging.

**Navigation** 25. Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the vessel, acts of pilots and tug boats, insurance, crew, and all other similar matters, same as when trading for their own account.

**Commissions** 26. A commission of 1.25 percent is payable by the vessel and Owners to Apex Ship Management Pte Ltd ..... and 1.25 percent payable to Radiance Ship Management Pte Ltd ..... on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.

**Address** 27. An address commission of 2.5 percent is payable to Charterers ..... on hire earned and paid under this Charter.

**Rider** Rider Clauses numbers 39 to 106 (both inclusive) attached here to are incorporated in this Charter.



For and on behalf of  
**RIGHT SEA LIMITED**  
成 豐 有 限 公 司

For and on behalf of Owners

Authorized Signature(s)

OCEAN TRANSPORT & SHIPPING (ASIA) PTE LTD

For and on behalf of Charterers

Director



## CHARTER PARTY OF MY "VINASHIN BAY" DATED APRIL 22ND, 2009

## Index of Suggested Additional Clauses

(None of these Clauses apply unless expressly agreed during the negotiation and incorporated in the Charter Party)

Extension of Cancelling	28. If it clearly appears that, despite the exercise of due diligence by Owners, the vessel will not be ready for delivery by the cancelling date, and provided Owners are able to state with reasonable certainty the date on which the vessel will be ready, they may, at the earliest seven days before the vessel is expected to sail for the port or place of delivery, require Charterers to declare whether or not they will cancel the Charter. Should Charterers elect not to cancel, or should they fail to reply within seven days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date of readiness for delivery as notified by Owners shall replace the original cancelling date. Should the vessel be further delayed, Owners shall be entitled to require further declarations of Charterers in accordance with this Clause.	364 365 366 367 368 369 370 371 372 373 374
Grace Period	29. Where there is failure to make "punctual and regular payment" of hire, Charterers shall be given by Owners two free clear banking days (as recognised at the agreed place of payment) written notice to rectify the failure, and when so rectified within those two days following Owners' notice, the payment shall stand as regular and punctual. Payment received by Owners after the original due date will bear interest at the rate of 0.1 percent per day which shall be payable immediately by Charterers in addition to hire.	375 376 377 378 379 380 381
Cargo Claims	At any time while hire is outstanding the Owners shall be absolutely entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby indemnify the Owners and are shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.	382 383 384 385 386 387
	30. Damage to and claims on cargo shall be for Owners' account if caused by unseaworthiness or stowage, trimming of the vessel; but shall be for Charterers' account if caused by handling and stowage, including stackage. Claims for storage ex ship shall be settled in accordance with the NYPE intercode agreement 1996 as amended thereof. Please also refer Clause 58.	388 389 390 391 392
War Cancellation	31. In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: The United States of America, the United Kingdom, France, the Union of Soviet Socialist Republics, the People's Republic of China	393 394 395 396 397
	or in the event of the nation under whose flag the vessel is becoming involved in war (whether there be a declaration of war or not), either the Owners or the Charterers may cancel this Charter. Whereupon the Charterers shall redeliver the vessel to the Owners in accordance with Clause 24. If she has cargo on board, after discharge thereof at destination, or if referred under this Clause from reaching or entering it, at a near open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clauses 4 and except as aforesaid all other provisions of this Charter shall apply until redelivery.	398 399 400 401 402 403 404 405 406 407 408
War Bonus	32. Any war bonus to officers and crew due to vessel's trading or cargo carried shall be for Charterers' account.	409 410
Requisition	33. Should the vessel be requisitioned by the government of the vessel's flag during the period of this Charter, the vessel shall be deemed to be off hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be returned by Owners. The period during which the vessel is on requisition to the said government shall count as part of the period provided for in this Charter.	411 412 413 414 415 416
	If the period of requisition exceeds six months, either party shall have the option of cancelling this Charter and no consequential claim may be made by either party.	417 418 419
On/Off hire	24. Prior to delivery and redelivery the parties shall each appoint sur-	420



## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

Survey	<p>mayors, for their respective accounts, who shall conduct joint on-hire/off-hire surveys. A single report shall be prepared on each occasion and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree. If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party. On-hire survey shall be on Charterers' time and off-hire survey on Owners' time. See Clause 52 in rider clauses.</p>	421 422 423 424 425 426 427 428
Stowage Damage	<p>35. Any damage caused by stowage during the currency of this Charter shall be reported by Captain to Charterers or their agents, in writing, within 24 hours of the occurrence or as soon as possible thereafter. The Captain shall use his best efforts to obtain written acknowledgement by responsible parties causing damage unless damage should have been made good in the mean time.</p> <p>Stowage damages involving seaworthiness shall be reported without delay to the vessel after each occurrence in Charterers' time and shall be paid for by the Charterers. Other minor repairs shall be done at the same time, but if this is not possible, same shall be repaired while vessel is in drydock in Owners' time, provided this does not interfere with Owners' repairs or by vessel's crew at Owners' convenience. All costs of such repairs shall be for Charterers' account. Any time spent in repairing stowage damage shall be for Charterers' account.</p>	429 430 431 432 433 434 435 436 437 438 439 440 441 442
Charterers' Colors	<p>Charterers shall pay for stowage damage whether or not payment has been made by stowage to Charterers.</p> <p>36. Charterers shall have the privilege of flying their own colors flag and painting the vessel with their own markings. The vessel shall be repainted in Owners' colors before termination of the Charter. Cost and time of painting, maintaining and repainting these changes effected by Charterers shall be for Charterers' account.</p>	443 444 445 446 447 448 449
Return Premium	<p>37. Charterers shall have the benefit of any return insurance premium receivable by Owners from their underwriters as and when received from underwriters by reason of vessel being in port for a minimum period of 30 days off on full hire for this period or pro rata for the time actually on hire.</p> <p>38. The vessel shall be off-hire during any time lost on account of vessel's non-compliance with government and/or state and/or provincial regulations pertaining to water pollution. In cases where vessel calls at a U.S. port, Owners warrant to have secured and carry on board the vessel a Certificate of Financial Responsibility as required under U.S. law.</p>	450 451 452 453 454 455 456 457 458

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## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2008

**CLAUSE 39****M/V "VINASHIN BAY"****M/V VINASHIN BAY**

DWT/ GRT/ DWCC: 20,078 / 14,330 / abt 18,000

LOA/ B: 186.45 / 25.0

BUILT YEAR: 2006

BULK CARRIER / SINGLE DECK

HO/ HA: 06 / 06

CRANE: 03 x 20MT x 18M

DEPTH/ DRET: 12 / 7.8M

GRAIN: 25,526 CBM

SPEED: ABT 9 KTS

Owners guarantee SPEED ABT 9 KTS LADEN in good weather condition

At sea: FO (180CST): abt 15.5MT/ day and DO: abt 0.3MT/ day

At port (working): FO abt 2.2 MT/ day

Idle: + If output less than 120Kw: G/E will use DO abt 1.2MT/ day

+ If output higher than 120Kw: G/E will use FO abt 2 MT/ day

=ADA, WOG=

**Itinerary:**ETA CAI MEP: 26<sup>th</sup> Apr 09ETCPL disch: 07<sup>th</sup> May 09Estimated time of del: 08<sup>th</sup> May 09

- 1) Outreach of crane: Min/ Max is 3M / 18M (horizontal length from the crane to the hook, not from the ship's side)
- 2) Cranes can lift the grab 8-10MT weight, but pls be noted that max grab's height is 6M, pls hire accordingly.
- 3) Power vol can supply: 380 V
- 4) Ows confirm 3 cranes cover all 6 ho/ha.

**CLAUSE 40**

ON DELIVERY VESSEL TO HAVE ON BOARD AN INTERNATIONAL TONNAGE CERTIFICATE USUAL INTERNATIONALLY REQUIRED CERTIFICATE TO TRADE IN THE PORTS BERTH FIXED UNDER THIS CHARTER PARTY VALID FOR THE DURATION OF THIS CHARTER PARTY AND SUCH TONNAGE CERTIFICATE SHALL BE ACCEPTABLE BY THE LOCAL AUTHORITIES AT THE COUNTRIES OF CALL WITHIN THE TRADING LIMITS OF THIS CHARTER PARTY. SHOULD SUCH TONNAGE CERTIFICATE NOT BE ACCEPTABLE TO THE LOCAL AUTHORITIES AND/OR RESULT IN AN UP-LIFT IN PORT EXPENSES SHALL BE FOR OWNERS' ACCOUNT.

OWNERS ARE OBLIGED TO DELIVER AND KEEP THE VESSEL, HER CREW AND ANYTHING PERTAINING THERETO SUPPLIED WITH UP TO DATE AND COMPLETE CERTIFICATES, APPROVALS AND EQUIPMENT ENABLING THE VESSEL AND HER CREW TO CARRY THE CARGOES AS DIRECTED BY THE CHARTERERS, WITHIN PERMISSABLE TRADING LIMITS, EVEN WHERE SUCH CERTIFICATES, APPROVALS, EQUIPMENT AND FITTINGS BECOME NECESSARY BEFORE OR AFTER DELIVERY UNDER THIS CHARTER PARTY. IT IS THE RESPONSIBILITY OF THE MASTER AND THE OWNERS TO ARRANGE FOR ANY SPECIAL VACCINATION REQUIRED AT THE PORTS OF CALL AND TO KEEP ON BOARD CORRESPONDING VALID CERTIFICATES, FAILING WHICH ANY TIME LOST AND ALL EXTRA EXPENSES TO BE FOR OWNERS ACCOUNT AND MAYBE DEDUCTED FROM HIRE. OWNERS' P AND CLUB: LONDON STEAMSHIP

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CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

**CLAUSE 41**

NORMAL QUARANTINE TIME AND EXPENSE TO ENTER PORT FOR CHARTERERS' ACCOUNT, BUT ANY TIME OR DETENTION AND EXPENSES FOR QUARANTINE DUE TO PESTILENCE, ILLNESS ETC., OF THE VESSEL'S MASTER, OFFICERS AND CREW TO BE FOR OWNERS' ACCOUNT.

**CLAUSE 42**

OWNERS ARE TO BE RESPONSIBLE FOR ANY CONSEQUENCES OWING TO SMUGGLING BY VESSEL'S OFFICERS AND/OR CREW UNLESS IT IS CAUSED BY CHARTERERS' EMPLOYEES AND/OR THEIR SERVANTS.

**CLAUSE 43**

VESSEL'S EQUIPMENT INCLUDING HOLD ACCESS ARRANGEMENTS SHALL COMPLY WITH THE REGULATIONS OF THE COUNTRIES TO WHICH THE VESSEL MAY TRADE IF STEVEDORES, LONGSHOREMEN OR OTHER WORKMEN ARE NOT PERMITTED TO WORK DUE TO FAILURE OF MASTER AND/OR OWNERS AND/OR OWNERS' AGENTS TO COMPLY WITH THE AFOREMENTIONED REGULATIONS, THEN CHARTERERS MAY SUSPEND HIRE FOR THE TIME THEREBY LOST.

**CLAUSE 44**

OWNERS WARRANT THE VESSEL HAS CLEAR UNOBSTRUCTED HOLDS AND IS SUITABLE FOR GRAB DISCHARGING. CHARTERERS ARE TO HAVE THE PRIVILEGE OF USING BULLDOZERS IN VESSEL'S HOLDS, PROVIDED NOT EXCEEDING VESSEL'S TANKTOP STRENGTH. BULLDOZERS TO WEAR RUBBER WHEELS WHEN COMING INTO DIRECT CONTACT WITH VESSEL'S TANKTOPS.

**CLAUSE 45**

DELETED

**CLAUSE 46**

DELETED

**CLAUSE 47**

OWNERS TO GIVE 10/8/7/6/5/4/3/2/1 DAYS NOTICES OF DELIVERY.

**CLAUSE 48**

TIME CHARTERERS ALSO HAVE THE OPTION OF FLYING THEIR OWN OR SUB-CHARTERERS' HOUSE FLAG.

**CLAUSE 49**

ON DELIVERY VESSELS HOLDS TO BE CLEAN DRY/SWEPT TO SURVEYORS SATISFACTION. CHARTERERS HAVE THE RIGHT TO CONDUCT HOSE TEST. IN CASE VESSEL'S HATCH/HOLDS FAIL TEST/INSPECTION ON DELIVERY OR AT ANY TIME DURING THE CURRENCY OF THIS C/P, VESSEL TO BE OFFHIRE AND ANY EXTRA BUNKERS CONSUMED TO BE DEDUCTED FROM NEXT HIRE.



## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

IN LIEU OF HOLD CLEANING ON REDELIVERY OF VESSEL, CHARTERERS TO PAY OWNERS USD 2,000 LUMPSUM.

**CLAUSE 50**

OWNERS WARRANT THE VESSEL IS GRAINFITTED IN ACCORDANCE WITH LATEST SOLAS AND AMENDMENTS WITHOUT REQUIRING BAGGING/STRAPPING SECURING WHEN LOADED WITH A FULL CARGO OF BULK GRAIN. VESSEL HAS ON BOARD APPROVED TABLE OF HEELING MOMENTS FOR "FILLED HOLDS ENDS UNTRIMMED" AND THUS HAS DISPENSATION FROM TRIMMING OF END SPACES. FURTHERMORE, VESSEL TO HAVE ON BOARD A VALID CARIN LOADING BOOKLET IN ACCORDANCE WITH SOLAS/IMO LATEST REGULATIONS.

**CLAUSE 51**

CHARTERERS ARE TO HAVE THE BENEFIT OF ANY RETURN INSURANCE PREMIUM RECEIVED FROM THE UNDERWRITERS, BY REASON OF VESSEL BEING IN PORT IDLE FOR A MINIMUM PERIOD OF THIRTY (30) DAYS, PROVIDED VESSEL IS ON-HIRE.

**CLAUSE 52**

A JOINT ON/OFF HIRE BUNKER AND CONDITION SURVEY IS TO BE CARRIED OUT. THE ON HIRE SURVEY TO BE CONDUCTED BY CHARTERERS AND OWNERS AND THE COST IS TO BE SPLIT EQUALLY BETWEEN THE 2 PARTIES.

OWNERS HAVE THE RIGHT TO APPOINT MASTER TO ACT AS OWNERS' SURVEYOR.

**CLAUSE 53****CARGO EXCLUSIONS:**

ALL DANGEROUS, INFLAMMABLE, INJURIOUS, HAZARDOUS AND CORROSIVE CARGOES, EXPLOSIVE OF ANY KIND INCLUDING BLASTING CAPS AND DETONATORS, BLACK POWDER, ARMS, AMMUNITIONS AND WAR MATERIAL OF ANY KIND, NUCLEAR FUEL OR SUBSTANCES OR RADIOACTIVE MATERIAL OF ANY KIND AND/OR THEIR WASTES, PETROLEUM OR ITS PRODUCTS (PETCOKE ALLOWED), NAPHTHA, TURPENTINE, MOTOR SPIRITS, ASPHALT, PITCH, TAR, AMMONIUM NITRATE, HARMFUL AND CORROSIVE FERTILIZERS, CALCIUM CARBIDE, FERRO SILICON, CALCIUM HYPOCHLORITE, BORAX IN BULK, CARBON BLACK, SCRAP OF ANY KIND, MOTOR BLOCKS AND TURNINGS, CREOSOTED GOODS OF ANY KIND, LIVE STOCK, COPRA, FISHMEAL, HIDES, QUICK LIME, SLUDGE ORE.

**CLAUSE 54**

VESSEL TO BE DELIVERED WITH MAX ABOUT 200 MTS IFO AND MAX ABOUT 80 MTS MDO AND TO BE REDELIVERED WITH BUNKERS REMAINING ON BOARD OF SAME QUANTITY.

CHARTERERS TO PAY FOR THE VALUE OF BUNKERS ON DELIVERY TOGETHER WITH FIRST HIRE PAYMENT AT CHARTER PARTY PRICES. CHARTERERS TO DEDUCT FROM LAST HIRE PAYMENT THE VALUE OF THE BUNKERS ON REDELIVERY AT CHARTER PARTY PRICES.

BUNKER PRICES TO BE AT COST USD 308/MT IFO AND USD 475/MT MDO PLUS BSET 200 BARGING CHARGE SUPPLIED AT SINGAPORE. SAME PRICES AT BOTH ENDS.

OCEAN TRANSPORT & SHIPPING (ASIA) PTE LTD

For and on behalf of  
**RIGHT SEA LIMITED**  
威利有限公司



Director

Authorized Signature(s)



## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

ALL BUNKER SUPPLIED BY CHARTERERS TO BE IN ACCORDANCE WITH ISO 8217:2005(E) QUALITY AND TO COMPLY WITH THE REQUIREMENTS OF MARPOL 73/76 ANNEXE VI RELATING TO PERMISSIBLE SULPHUR CONTENT IN THE FUEL AND ITS SUITABLE FOR TRADING IN EACH

INTENDED GEOGRAPHICAL AREA. IF RESULTS SHOW WORSE QUALITY THAN THE ABOVE SPECIFICATIONS, THE CHARTERERS ARE TO BE RESPONSIBLE FOR ANY DAMAGE TO THE VESSEL'S ENGINES.

FURTHERMORE, OWNERS ARE NOT TO BE RESPONSIBLE FOR ANY UNDER PERFORMANCE/OVER CONSUMPTION OF THE VESSEL AS A RESULT THEREOF. THE CHARTERERS TO DEDUCT VALUE OF BUNKERS ON REDELIVERY FROM THE LAST HIRE PAYMENTS.

CLAUSE 55

THE MASTER OR ONE OFFICER APPOINTED BY THE MASTER SHALL SUPERVISE STOWAGE OF THE CARGO AS WELL AS INSTRUCT ONE OF HIS OFFICERS TO SUPERVISE ALL LOADING, HANDLING AND DISCHARGE OF THE CARGO. HE IS TO FURNISH CHARTERERS WITH STOWAGE PLAN AND OTHER DOCUMENTS CUSTOMARILY USED, AS AND WHEN REQUIRED, ALL IN THE ENGLISH LANGUAGE.

CLAUSE 56

DELETED

CLAUSE 57

DELETED

CLAUSE 58

THE CHARTERERS ARE NOT TO BE RESPONSIBLE FOR STEVEDORE OR OTHER DAMAGE TO THE VESSEL UNLESS MASTER:

A) ENDEAVORS TO OBTAIN WRITTEN ACKNOWLEDGEMENT OF RESPONSIBILITY FROM PARTY CONCERNED.

B) REPORTS DAMAGE TO CHARTERERS WITHOUT DELAY, BUT LATEST PRIOR SAILING FROM PORT OF OCCURRENCE, UNLESS HIDDEN DAMAGE WHICH TO BE REPORTED UPON COMPLETION OF DISCHARGE.

C) HAS JOINT SURVEY MADE ON BEHALF OF THE 3 PARTIES (OWNERS, CHARTERERS AND STEVEDORES) TO ESTABLISH THE EXTENT OF DAMAGE.

THE CHARTERERS, PROVIDED THE ABOVE CONDITION A), B) AND C) ARE MET, ARE TO BE ULTIMATELY RESPONSIBLE FOR FULFILLMENT OF ANY PAYMENT DUE TO OWNERS AND NOT RECEIVED FROM STEVEDORES. DAMAGES AFFECTING SEAWORTHINESS FOR WHICH CHARTERERS ARE RESPONSIBLE, ARE TO BE REPAIRED BY CHARTERERS AT THEIR TIME AND COST AT THE PLACE OF OCCURRENCE AND VESSEL TO REMAIN ON HIRE. DAMAGES NOT AFFECTING SEA/CARGO WORTHINESS TO BE REPAIRED DURING NEXT DRYDOCKING, UNLESS OTHERWISE MUTUAL AGREED.



CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

**CLAUSE 59**

FIRST 15 DAYS HIRE AND VALUE OF BUNKERS REMAINING ONBOARD ON DELIVERY PAYABLE TO OWNERS 4 BANKING DAYS AFTER VESSEL DELIVERY THEREAFTER EVERY 15 DAYS IN ADVANCE

HIRE TO BE PAID TO:-

Name of Bank: ABN AMRO Bank N.V., Hong Kong Branch  
Address: 14/F Lincoln House, Taikoo Place 578 King's Road, Quarry Bay, Hong Kong  
USD Account No.: 6843980  
Swift Code: ABNAHKHH  
Beneficiary Name: Right Sea Ltd

**CLAUSE 60**

NOTWITHSTANDING THE CONTENTS OF CLAUSES 4 AND 5, THE CHARTERERS MAY WITHHOLD FROM CHARTER HIRE DURING THE PERIOD OF THIS CHARTER PARTY SUCH UNDISPUTED AMOUNTS DUE FOR OFF-HIRE, AS WELL AS DEDUCT FROM THE LAST PAYMENT(S) OF CHARTER HIRE THE ESTIMATED COST OF BUNKERS REMAINING ON BOARD ON REDELIVERY AND THE ESTIMATED COST OF BUNKERS REMAINING ON BOARD ON REDELIVERY AND THE ESTIMATED EXPENSES, NOT EXCEEDING USD1,000 PER PORT, INCLUDING CANAL(S), INCURRED BY CHARTERERS FOR OWNERS' ACCOUNT, NOTWITHSTANDING THAT VOUCHES MAY NOT HAVE REACHED CHARTERERS FOR SUBMISSION TO OWNERS AT THAT TIME.

CHARTERERS MAY ALSO DEDUCT ADDRESS COMMISSION.

**CLAUSE 61**

REFERRING TO LINES 119 TO 122, WHERE THERE IS ANY FAILURE TO MAKE PUNCTUAL AND REGULAR PAYMENT INCLUDING THE FIRST HIRE PAYMENT AND DELIVERY BUNKER COST, DUE TO WEEKENDS OR OMISSION OF CHARTERERS EMPLOYEES, BANKERS OR AGENTS OR OTHERWISE, FOR ANY REASON WHERE THERE IS ABSENCE OF INTENTION TO FAIL TO MAKE PAYMENT AS SET OUT, CHARTERERS SHALL BE GIVEN BY OWNERS 3 BANK WORKING DAYS NOTICE TO RECTIFY THE FAILURE AND WHERE SO RECTIFIED, THE PAYMENT SHALL STAND AS PUNCTUAL AND REGULAR PAYMENT.

**CLAUSE 62**

THE VESSEL TO USE OWNERS' BILL OF LADING OR BILLS OF LADING APPROVED BY CHARTERERS AND/OR SUB-CHARTERERS, WHICH TO INCLUDE NEW BOTH-TO-BLAME COLLISION CLAUSE, NEW JASON CLAUSE, CLAUSE PARAMOUNT, P AND I BUNKERING CLAUSE AND BALTIME 1939 WAR RISK CLAUSE DURING THE PERIOD OF THE CHARTER.

THE MASTER IS TO AUTHORIZE, IN WRITING, CHARTERERS OR THEIR APPOINTED AGENTS TO SIGN BILLS OF LADING AND BEHALF OF MASTER IN ACCORDANCE WITH MATES RECEIPTS.

IN THE BILLS OF LADING ARE NOT AVAILABLE AT THE DISCHARGING PORT OWNERS/MASTER TO RELEASE ENTIRE CARGO WITHOUT PRESENTATION OF ORIGINAL BILLS OF LADING AND CHARTERERS TO ISSUE SINGLE LETTER OF INDEMNITY (LOI) IN OWNERS P&I CLUB FORMAT, SIGNED BY CHARTERERS AND FAXED TO OWNERS ALONGWITH A CLEAR AND LEGIBLE COPY OF THE CORRESPONDING SIGNED BILLS OF LADING FOR OWNER'S VERIFICATION.



## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2008

**CLAUSE 63**

OWNERS GUARANTEE THE VESSEL IS COVERED ON FULL TERMS AND FOR THE HULL AND MACHINERY VALUE OF USD16.2 MILLION (INCLUDING INCREASED VALUE) FOR FULL INSURANCE DURING THE WHOLE PERIOD OF THIS CHARTER INCLUDING TOTAL OR CONSTRUCTIVE TOTAL LOSS AND THAT THE VESSEL ENTERED AND SHALL REMAIN FOR THE DURATION OF THE CHARTER IN P AND I CLUB LONDON STEAMSHIP CHARTERERS TO HAVE THE BENEFIT OF OWNERS P AND I CLUB COVER AS FAR AS CLUB RULES PERMIT.

LIABILITIES FOR CARGO CLAIMS INCLUDING SHORT LOADING OF CARGO SHALL BE SETTLED IN ACCORDANCE WITH THE NEW YORK PRODUCE EXCHANGE INTERCLUB AGREEMENT 1996 (AS AMENDED).

**CLAUSE 64**

WITH THE CONTEXT OF THIS CHARTER PARTY, GOOD WEATHER CONDITIONS ARE UNDERSTOOD TO MEAN WINDS MAXIMUM BEUFORT FORCE 4 (MAXIMUM 18 KNOTS) AND/OR DOUGLAS SEA STATE 3 (3-5 FEET). WEATHER REPORTS TO BE TAKEN FROM THE VESSEL'S DECK LOG AND FROM THE REPORTS BY INDEPENDENT WEATHER ROUTING SERVICES SUCH AS OCEAN ROUTES. IN THE EVENT OF CONSISTANT DISCREPANCIES BETWEEN THE TWO SOURCES THEN THE AVERAGE FIGURE BETWEEN INDEPENDENT WEATHER ROUTING SERVICE AND VESSEL'S DECK LOG TO BE TAKEN AS RULING AND BINDING ON BOTH PARTIES.

**CLAUSE 65**

IF DURING THE CURRENCY OF THIS CHARTER THERE IS ANY DEVIATION OR ANY LOSS OF TIME WHATSOEVER CAUSED BY SICKNESS OF OR ACCIDENT TO CREW OR ANY PERSON ON BOARD THE VESSEL (OTHER THAN SUPERCARGO TRAVELLING UNDER CHARTERERS' AUSPICES) OR ANY PERSON(S) UNDER THE CHARTERERS' ORDERS OR REPRESENTING THE CHARTERERS IN ANY WAY, HIRE SHALL NOT BE PAID FOR THE TIME SO LOST AND THE COST OF EXTRA BUNKER CONSUMED AND ANY OTHER EXTRA EXPENSES INCURRED SHALL BE FOR THE OWNERS' ACCOUNT.

**CLAUSE 66**

IN THE EVENT OF VESSEL DEVIATING (WHICH EXPRESSION INCLUDES PUTTING BACK OR PUTTING INTO ANY PORT OTHER THAN TO WHICH SHE IS BOUND UNDER THE INSTRUCTIONS OF CHARTERERS), FOR ANY CAUSE OR FOR ANY PURPOSE WHICH WOULD RESULT IN PAYMENT OF HIRE BEING SUSPENDED UNDER THE PROVISION OF THIS CHARTER, NO HIRE SHALL, IN ANY CASE, BE PAYABLE AS FROM THE COMMENCEMENT OF DEVIATION UNTILL THE TIME WHEN VESSEL IS AGAIN READY AND IN EFFICIENT STATE TO RESUME HER SERVICE FROM EQUIVALENT OR EQUIDISTANT POSITION AT WHICH THE DEVIATION COMMENCED. IN THE EVENT OF THE VESSEL, FOR ANY CAUSE OR FOR ANY PURPOSE AS AFORESAID, PUTS INTO ANY PORT OTHER THAN THE PORT FOR WHICH SHE IS BOUND UNDER THE INSTRUCTIONS OF THE CHARTERERS, THE PORT CHARGES, PILOTAGE AND OTHER EXPENSES AT SUCH PORT SHALL BE BORNE BY THE OWNERS.

THE VESSEL SHALL HAVE THE LIBERTY TO DEViate FOR THE PURPOSE OF SAVING LIFE AND/OR PROPERTY AND TO ASSIST VESSELS IN DISTRESS. SUCH OPERATIONS NOT TO BE DEEMED A DEVIATION BUT ALL SALVAGE CONTRIBUTION THUS PAYABLE TO VESSEL TO BE EQUALLY DIVIDED WITH CHARTERERS AFTER PROPER DEDUCTION OF EXPENSES IF ANY (INCLUDING CAPTAIN AND CREW SHARE INCURRED IN THIS RESPECT).





CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2009

CLAUSE 67

IN THE EVENT OF VESSEL BEING DENIED OR RESTRICTED IN THE USE OF PORT AND/OR LOADING AND/OR DISCHARGING FACILITIES OR SHORE LABOR AND/OR TUG OR PILOTAGE ASSISTANCE BECAUSE OF THE VESSEL'S FLAG OR OWNERSHIP OR MANAGEMENT OR THE WAGES OF THE CONDITIONS OF EMPLOYMENT OF HER OFFICERS AND/OR CREW OWNERSHIP OF MANAGEMENT OR BECAUSE OF THE PREVIOUS TRADING OF THE VESSEL OR ANY OTHER VESSEL AS AFORESAID, HIRE SHALL CEASE FOR THE TIME THEREBY LOST.

IF THE VESSEL REMAINS IDLE FOR 30 CONSECUTIVE DAYS BECAUSE OF ANY OF THE ABOVE MENTIONED CAUSES, CHARTERERS SHALL HAVE THE RIGHT TO CANCEL THE BALANCE OF THE CHARTER WITHOUT PREJUDICE TO ANY CLAIM THEY MAY OTHERWISE HAVE ON THE OWNERS, PROVIDED NO CARGO ON BOARD.

CLAUSE 68

SHOULD THE VESSEL BE ARRESTED DURING THE CURRENCY OF THIS CHARTER AT THE SUIT OF ANY PERSON HAVING OR PURPORTING TO HAVE A CLAIM AGAINST OR ANY INTEREST IN THE VESSEL, HIRE UNDER THIS CHARTER SHALL NOT BE PAYABLE IN RESPECT OF ANY PERIOD WHILST THE VESSEL REMAINS UNDER ARREST AND IS NOT AT FULL DISPOSAL OF THE CHARTERERS OR REMAINS UNEMPLOYED AS THE RESULT OF SUCH ARREST AND THE OWNERS SHALL REIMBURSE TO THE CHARTERERS AND EXPEDITURES WHICH THEY MAY INCUR UNDER THIS CHARTER IN RESPECT OF ANY PERIOD IS PAYABLE.

SUCH REIMBURSEMENT IS HOWEVER, LIMITED TO DIRECT EXPENDITURE IN RESPECT OF THE VESSEL NOT BEING AT THE CHARTERERS' DISPOSAL E.G. STANDBY TIME, WAREHOUSING, ETC., AND NOT FOR THE DIRECT CONSEQUENTIAL EXPENSE WHICH THE CHARTERERS MAY INCUR. THIS CLAUSE SHALL NOT APPLY SHOULD THE ARREST BE CAUSED THROUGH ANY FAULT OF THE PART OF THE CHARTERERS, THEIR SERVANTS OR AGENTS.

CLAUSE 69

ANY EXTRA WAR RISK PREMIUM DUE TO VESSEL TRADING IRAQ OR OTHER WAR RISK AREA TO BE CHARTERERS ACCOUNT WHICH TO BE COVERED BY CHARTERERS THROUGH THEIR UNDERWRITERS.

CLAUSE 70

OWNERS TO APPOINT THEIR OWN AGENTS TO ATTEND ALL OWNERS' MATTERS SUCH AS DELIVERY, REDELIVERY, GENERAL AVERAGE, HOSPITALIZATION, SUPPLY OF STORES AND PROVISIONS ETC. OVER MINOR HUSBANDRY MATTERS SUCH AS HANDLING CREW MAIL, REPATRIATIONS OF CREW, POSTAGE, PASSING TELEXES, PURCHASING CHARTS AND PASSING CASH ADVANCES TO THE MASTER, CHARTERERS AGREE THAT THEIR AGENTS WILL HANDLE SAME FREE OF AGENCY FEES WITH OWNERS PAYING ACTUAL COST INVOLVED. CHARTERERS TO COOPERATE IN AGENCY NEGOTIATIONS SHOULD OWNERS ELECT TO USE CHARTERERS' AGENTS, BUT ALL BILLINGS TO BE DIRECT BETWEEN OWNERS AND AGENTS. SHOULD CHARTERERS PAY OWNERS' BILLING BY MISTAKE, SAME TO INCUR COMMISSION AND SHALL BE DEDUCTED FROM THE HIRE.

CLAUSE 71

TRADING EXCLUSIONS:  
VESSEL TO ALWAYS TRADE VIA SAFE PORT(S)/BERTH(S)/ANCHORAGE(S), ALWAYS AFLAG,  
ALWAYS WITHIN INSTITUTE WARRANTY LIMITS (IWL).



**CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2008**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CHARTER, THE CHARTERERS WARRANT THAT THE VESSEL SHALL NOT TRADE IN THE FOLLOWING PLACES:

RED SEA, SOMALIA, SRI LANKA, AUSTRALIA, CAMBODIA, NORTH KOREA, PACIFIC, ANGOLA, ETHIOPIA, HAITI, ISRAEL, JAPAN, ERITREA, WAR AND WAR LIKE ZONES.

THE CONWARTIME 1893 AND ANY CONSEQUENT AMENDMENT IS DEEMED INCORPORATED IN THIS CHARTER AND ALL BILLS OF LADING ISSUED HEREUNDER.

**CLAUSE 72**

DELIVERY AND REDELIVERY TIMES TO BE ADJUSTED TO GREENWICH MEAN TIME (GMT) SEE ALSO LINES 179 - 183.

**CLAUSE 73**

TO THEIR BEST OF THEIR KNOWLEDGE OWNER WARRANT THAT THE VESSEL AND/OR OWNERS AND/OR ANY OTHER VESSELS UNDER THE SAME OWNERSHIP AND/OR MANAGEMENT IS NOT BLACKLISTED BY THE ARAB COUNTRIES NOR ANYWHERE ALSO WITHIN THE AGREED TRADING UNITS.

**CLAUSE 74**

CHARTERERS SHALL FURNISH THE MASTER WITH ALL REQUISITE INSTRUCTIONS AND SAILING INSTRUCTIONS, IN WRITING OR BY TELEGRAM AND THE MASTER SHALL KEEP A FULL AND CORRECT LOG ABSTRACT OF THE VOYAGE OR VOYAGES, SHOWING INTERVALS, THE COURSE OF THE VESSEL AND DISTANCE RUN AND THE CONSUMPTION OF FUEL OIL, WHICH IS TO BE PATENT TO CHARTERERS OR THEIR AGENTS, A TRUE COPY OF WHICH IS TO BE SENT TO CHARTERERS FROM EACH PORT OF CALL ON THE VOYAGE AND IMMEDIATELY AFTER COMPLETION OF THE VOYAGE, TOGETHER WITH ANY OTHER INFORMATION WHICH THE MASTER DEEMS NECESSARY.

**CLAUSE 75**

THE FOLLOWING SERVICES IN RESPECT OF LOADING AND DISCHARGING OPERATIONS FROM OFFICERS AND CREW ARE INCLUDED IN THE HIRE, SUBJECT TO UNION REGULATIONS, WEATHER AND LOCAL REGULATIONS PERMITTING:

- RAISING AND LOWERING OF GANGWAYS IN PREPARATION FOR THE LOADING AND DISCHARGING.
- OPENING AND CLOSING OF HATCHES IN PREPARATION FOR AND DURING LOADING AND DISCHARGE.
- SHIFTING VESSEL DURING LOADING AND DISCHARGING AND SHIFTING BERTH, WARPING, DOCKING AND UNDOCKING.
- BUNKERING.
- OFFICERS AND CREW TO SHAPE UP VESSEL'S HATCHES PRIOR TO ARRIVAL AT LOADING AND/OR DISCHARGING PLACES SO AS TO IMMEDIATELY COMMENCE LOADING/DISCHARGING OPERATIONS.
- REMOVING AND REPLACING BEAMS IN PREPARATION FOR LOADING AND DISCHARGING.
- SUPERVISION OF LOADING AND DISCHARGING OPERATIONS.
- ALL OVERTIME OF THE OFFICERS AND CREW.

ABOVE SERVICES SHALL BE CONSIDERED AS MINIMUM AND SHALL IN NO WAY BE CONSTRUED AS AN ALTERNATIVE TO OR REDUCTION IN THE STANDARD OF SERVICES FROM OFFICERS AND CREW REQUIRED UNDER THIS CHARTER PARTY.





## CHARTER PARTY OF MV "VINASHIN BAY" DATED APRIL 22ND, 2008

CLAUSE 76

CHARTERERS MAY SUPPLY OCEAN ROUTES OR SIMILAR INTERNATIONAL RECOGNIZED AGENT EXCEPT A.W.T WHICH TO BE EXCLUDED ADVICE TO THE MASTER DURING VOYAGES SPECIFIED BY THE CHARTERERS. THE MASTER TO COMPLY WITH THE REPORTING PROCEDURE OF THE ROUTING SERVICE SELECTED BY THE CHARTERERS. IN THE EVENT OF CONTINUOUS DISCREPANCIES BETWEEN MASTER'S LOG AND ROUTING SERVICES' FIGURES, THEN THE AVERAGE FIGURE BETWEEN THE TWO TO BE FINAL AND BINDING ON BOTH PARTIES.

CLAUSE 77

CHARTERERS HAVE THE RIGHT TO DESPATCH A REPRESENTATIVE/SUPERCARGO TO SHIP'S LAST PORT OF CALL PRIOR TO DELIVERY UNDER THIS CHARTER FOR SUPERFICIAL INSPECTION AND TO INFORM MASTER OF UPCOMING EMPLOYMENT. OWNERS AGREE TO ACCOMMODATE CHARTERERS' REPRESENTATIVE OF SAME TO SIGN OWNERS INDEMNITY FOR ONBOARD.

CLAUSE 78

CHARTERERS SHALL HAVE THE OPTIONS TO WATER TEST HATCHES AS WELL AS PRESURE TEST BALLAST TANKS AS AND WHEN REQUIRED, AS MEANS OF ESTABLISHING VESSEL'S READINESS TO LOAD CHARTERERS' INTENDED CARGO. ANY SUCH TEST IS TO BE FOR THE CHARTERERS' TIME AND EXPENSE.

CLAUSE 79

PROVISIONS MADE UNDER CLAUSE 9 NOT TO AFFECT CHARTERERS' RIGHT TO ADVANCE ANY CLAIM OR REQUIRE ARBITRATION UNDER CLAUSE 17 OF ANY DISPUTE REGARDING THE CONDUCT OF THE MASTER IN THE PROSECUTION OF HIS VOYAGES AND IN CARRYING OUT THE ORDERS AND DIRECTIONS OF THE CHARTERERS.

CLAUSE 80

THIS CHARTER PARTY IS TO BE GOVERNED BY AND CONTRUED IN ACCORDANCE WITH ENGLISH LAW. SHOULD ANY DISPUTE ARISE BETWEEN OWNERS AND THE CHARTERERS, THE MATTER IN DISPUTE SHALL BE REFERED TO 3 PERSONS IN LONDON, ONE TO BE APPOINTED BY EACH OF THE PARTIES HERETO AND THE THIRD BY THE TWO SO CHOSEN. THEIR DECISION OR THAT OF ANY TWO OF THEM SHALL BE FINAL AND FOR THE PURPOSE OF ENFORCING ANY AWARD, THIS AGREEMENT MAY BE MADE A RULE OF THE COURT. THE ARBITRATORS SHALL BE COMMERCIAL MEN CONVERSANT WITH SHIPPING MATTERS. IF EITHER OF THE APPOINTED ARBITRATORS REFUSES TO ACT OR IS INCAPABLE OF ACTING OR DIES, THE PARTY WHO APPOINTED HIM MAY APPOINT A NEW ARBITRATOR IN HIS PLACE. IF ONE PARTY FAILS TO APPOINT AN ARBITRATOR, EITHER BY WAY OF SUBSTITUTION AS AFORESAID OR ORIGINALLY WITHIN 7 CLEAR DAYS AFTER THE OTHER PARTY HAVING APPOINTED ITS ARBITRATOR AND HAS SERVED THE PARTY MAKING DEFAULT WITH NOTICE TO MAKE AN APPOINTMENT, THE PARTY WHO HAS APPOINTED AN ARBITRATOR IS ALLOWED TO APPOINT THAT ARBITRATOR TO ACT AS SOLE ONE, AND HIS AWARD SHALL BE BINDING ON BOTH PARTIES AS IF HE HAD BEEN APPOINTED BY CONSENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CHARTER PARTY, THE PARTIES AGREE THAT ALL ARBITRATIONS WHERE THE AMOUNT IN ISSUE IN THE DISPUTE(S) IS LESS THAN U.S. \$ 50,000.00 SHALL BE CONDUCTED ACCORDING TO THE SMALL CLAIMS PROCEDURE 1989 (S.C.P.) OF THE LONDON MARITIME ARBITRATORS ASSOCIATION (AS AMENDED FROM TIME TO TIME).

IF AFTER COMMENCEMENT OF SUCH REFERENCE IS APPEARS ON REASONABLE GROUNDS, THAT THE SUMS IN ISSUE, IN ANY DISPUTE OR DISPUTES EXCEED U.S. \$ 50,000.00, EITHER PARTY



M. Am

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SHALL BE ENTITLED TO REQUIRE IN WRITING THAT THE REFERENCED HENCEFORTH SHOULD PROCEED WITHOUT REGARD TO THE S.C.P PROVIDED THAT THERE IS NO PRIOR AGREEMENT (WHETHER IN THIS CHARTER PARTY OR NOT) TO REFER DISPUTE(S) TO A SOLE ARBITRATOR. EACH PARTY THEREUPON SHALL HAVE 7 DAYS TO APPOINT ITS ARBITRATOR UNDER THE ARBITRATION PROVISIONS SET OUT ELSEWHERE IN THIS CHARTER PARTY WITH S.C.P ARBITRATOR SITTING AS UMPIRE OR THIRD ARBITRATOR.

CLAUSE 81

DELETED

CLAUSE 82

DELETED

CLAUSE 83

THIS FIXTURE TO BE KEPT ABSOLUTELY PRIVATE AND CONFIDENTIAL AND NOT TO BE REPORTED BY ANY OF THE PARTIES INVOLVED.

CLAUSE 84

ALL TAXES AND DUES ON VESSEL AND/OR CARGO AND/OR FREIGHT ARISING OUT OF CARGOES CARRIED OR PORTS VISITED UNDER THIS CHARTER PARTY SHALL BE FOR CHARTERERS' ACCOUNT.

CLAUSE 85

CHARTERERS ARE NOT TO ISSUE OR CAUSE TO BE ISSUED BILLS OF LADINGS WHICH ARE SUBJECT TO HAMBURG RULES.

CLAUSE 86 - BULKER CARRIER SAFETY CLAUSE

A) THE CHARTERERS SHALL INSTRUCT THE TERMINAL OPERATORS OR THEIR REPRESENTATIVES TO COOPERATE WITH THE MASTER IN COMPLETING THE IMO SHIP/ShORE SAFETY CHECKLIST AND SHALL ARRANGE ALL CARGO OPERATIONS STRICTLY IN ACCORDANCE WITH THE GUIDELINES SET OUT THEREIN.

B) IN ADDITION TO THE ABOVE AND NOTWITHSTANDING ANY PROVISION IN THIS CHARTER PARTY IN RESPECT OF LOADING/DISCHARGING RATES THE CHARTERERS SHALL INSTRUCT THE TERMINAL OPERATORS TO LOAD/DISCHARGE THE VESSEL IN ACCORDANCE WITH THE LOADING/DISCHARGING PLAN, WHICH SHALL BE APPROVED BY THE MASTER WITH DUE REGARD TO THE VESSEL'S DRAUGHT, TRIM, STABILITY, STRESS OR ANY OTHER FACTOR WHICH MAY AFFECT THE SAFETY OF THE VESSEL.

C) AT ANY TIME DURING OPERATIONS THE MASTER MAY, IF HE DEEMS IT NECESSARY FOR REASONS OF SAFETY OF THE VESSEL INSTRUCT THE TERMINAL OPERATORS OR THEIR REPRESENTATIVES TO SLOW DOWN OR STOP THE LOADING OR DISCHARGING.

D) COMPLIANCE WITH THE PROVISIONS OF THIS CLAUSE SHALL NOT AFFECT THE COUNTING OF TIME.



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**CLAUSE 87**

DELETED

**CLAUSE 88**

IN CASE OF LOADING/DISCHARGING STEEL PRODUCTS, OWNERS TO APPOINT A P AND I CLUB SURVEYOR TO PERFORM A PRELOADING/PREDISCHARGE SURVEY TO ASCERTAIN THE CONDITION OF THE CARGO PRIOR TO AND DURING LOADING/DISCHARGING. COST FOR SUCH SURVEY TO BE SPLIT EQUALLY BETWEEN OWNERS AND CHARTERERS.

**CLAUSE 89**

BIMCO STANDARD ISM CLAUSE FOR VOYAGE AND TIME CHARTER PARTIES FROM THE DATE OF COMING INTO FORCE OF THE INTERNATIONAL SAFETY MANAGEMENT (ISM) CODE IN RELATION TO THE VESSEL AND THEREAFTER DURING THE CURRENCY OF THIS CHARTER PARTY, THE OWNER SHALL PROCURE THAT BOTH THE VESSEL AND THE COMPANY (AS DEFINED BY THE ISM CODE) SHALL COMPLY WITH THE REQUIREMENTS OF THE ISM CODE. UPON REQUEST, THE OWNERS SHALL PROVIDE A COPY OF THE RELEVANT DOCUMENT OF COMPLIANCE (DOC) AND SAFETY MANAGEMENT CERTIFICATE (SMC) TO CHARTERERS.

EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER, LOSS, DAMAGE, EXPENSE OR DELAY CAUSED BY FAILURE ON THE PART OF THE OWNERS OR THE COMPANY TO COMPLY WITH THE ISM CODE SHALL BE FOR THE OWNERS' ACCOUNT.

**CLAUSE 90 - DOUBLE BANKING/LIGHTERAGE CLAUSE**

A) THE CHARTERERS SHALL HAVE THE RIGHT, WHERE AND WHEN IT IS CUSTOMARY AND SAFE FOR VESSELS OF SIMILAR SIZE AND TYPE TO DO SO, TO ORDER THE VESSEL TO GO, LIE OR REMAIN ALONGSIDE ANOTHER VESSELS OR ANY SIZE OR DESCRIPTION WHATSOEVER OR TO ORDER SUCH VESSELS TO COME AND REMAIN ALONGSIDE AT SUCH SAFE DOCK, WHARF, ANCHORAGE OR OTHER PLACE FOR TRANSHIPMENT, LOADING OR DISCHARGING OF CARGO AND/OR BUNKERING.

B) THE CHARTERERS SHALL PAY FOR AND PROVIDE SUCH ASSISTANCE AND EQUIPMENT AS MAY BE REQUIRED TO ENABLE ANY OF THE OPERATIONS MENTIONED IN THIS CLAUSE SAFELY TO BE COMPLETED AND SHALL GIVE THE OWNERS SUCH ADVANCE NOTICE AS THEY REASONABLE CAN OF THE DETAILS OF ANY SUCH OPERATIONS, NUMBER, TYPE AND POSITIONING OF FENDERS ALWAYS TO BE AT MASTER'S SATISFACTION.

C) WITHOUT PREJUDICE TO THE GENERALITY OF THE CHARTERERS' RIGHTS UNDER (A) AND (B), IT IS EXPRESSLY AGREED THAT THE MASTER SHALL HAVE THE RIGHT TO REFUSE TO ALLOW THE VESSEL TO PERFORM AS PROVIDED IN (A) AND (B) IF IN HIS REASONABLE OPINION IT IS NOT SAFE SO TO DO. MASTER MAY MOVE VESSEL AWAY OR ORDER TO OTHER VESSEL AWAY AT ANY TIME IF HE CONSIDERS CONDITIONS UNSUITABLE.

D) THE OWNER SHALL BE ENTITLED TO INSURE ANY DEDUCTIBLE UNDER THE VESSEL'S HULL POLICY AND THE CHARTERERS SHALL REIMBURSE THE OWNERS AND ADDITIONAL PREMIUM(S)

REQUIRED BY THE VESSEL'S UNDERWRITERS AND/OR THE COST OF INSURING ANY DEDUCTIBLE UNDER THE VESSEL'S HULL POLICY.

E) THE CHARTERERS SHALL FURTHER INDEMNIFY THE OWNERS FOR ANY COSTS, DAMAGE AND LIABILITIES RESULTING FROM SUCH OPERATION. THE VESSEL SHALL REMAIN ON HIRE FOR ANY TIME LOSS INCLUDING PERIODS FOR REPAIRS AS A RESULT OF SUCH OPERATION.



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**CLAUSE 91 - OWNERS NAABSA CLAUSE**

NAABSA NOT PERMITTED UNDER THIS CP.

**CLAUSE 92**

HATCHES TO BE SEALED AFTER LOADING AND UNSEALED BEFORE UNLOADING IN PRESENCE OF CHARTERERS' REPRESENTATIVE(S) AT CHARTERERS' COST AND TIME AND OWNERS WILL NOT BE RESPONSIBLE FOR ANY SHORT LANDING.

**CLAUSE 93**

DELETED

**CLAUSE 94 - BOTTOM CLEANING CLAUSE**

IN THE EVENT OF CHARTERERS ORDERING THE VESSEL TO PORT(S) WHERE THE VESSEL'S STAY IS EXTENDED FOR MORE THAN 20 (TWENTY) CONSECUTIVE DAYS OR TO LAY UP HAS CAUSED BOTTOM FOULING CHARTERERS TO PROVIDE UNDERWATER CLEANING AT THEIR TIME AND EXPENSE, OTHERWISE OWNERS DESCRIPTION OF THE VESSEL'S SPEED AND CONSUMPTION TO BE NULL VOID, EFFECTIVE FROM THE VESSEL'S DEPARTURE FROM SUCH PORT(S) UNLESS OR UNTIL SO CLEANED.

**CLAUSE 95**

DELETED

**CLAUSE 96**

REDELIVERY ON DROPPING LAST OUTWARD SEA PILOT ONE SAFE PORT OF INDIA-EAST AFRICA RANGE INCLUDING PG BUT EXCLUDING RED SEA AND SOMALIA SEA OR IN CHOPT REDELIVERY ONE SAFE PORT OF SOUTH EAST ASIA-CHINA RANGE ANY TIME DAY OR NIGHT FRIDAYS HOLIDAYS INCLUDED OR ANY TIME DAY OR NIGHT SUNDAYS AND HOLIDAYS INCLUDED.

**CLAUSE 97**

VESSEL IS ITF FITTED OR OTHER BONA FIDE TRADE UNION AGREEMENT

**CLAUSE 98**

VESSEL TO BE ALWAYS LEFT IN SEAWORTHY TRIM TO MASTER'S SATISFACTION DURING SAILING AND/OR SHIFTING BETWEEN ALL BERTHS/PORTS.

**CLAUSE 99 - DRYDOCK CLAUSE**

NO DRYDOCKING, EXCEPT IN CASE OF EMERGENCY.



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**CLAUSE 100 - CANAL TRANSIT**  
DELETED

**CLAUSE 101 - FLAG RESTRICTIONS**

OWNERS SHALL BE RESPONSIBLE IN THE EVENT OF LOST TIME, DELAY, AND/OR IMPOSSIBILITY OF OR RESTRICTIONS ON THE FULL WORKING OR EMPLOYMENT OF THE SHIP INCLUDING BUT NOT LIMITED TO ANY ACTION WHATSOEVER TAKEN BY ANY THIRD PARTIES, AS A RESULT OF OR IN CONNECTION WITH THE COUNTRY OF REGISTRATION OF THE SHIP, HER FLAG, AND/OR THE TERMS AND CONDITIONS UPON WHICH THE CREW OF THE SHIP ARE ENGAGED OR EMPLOYED BY OWNERS. THE SHIP SHALL BE OFF HIRE FOR ANY TIME LOST AND ANY AND ALL DIRECTLY RELATED EXPENSES INCURRED BY CHARTERERS AS A RESULT MAY BE DEDUCTED FROM HIRE IN THE NORMAL COURSE OF TRADING THE VESSEL IF CHARTERERS INCUR ADDITIONAL PORT EXPENSES AS A RESULT OF VESSEL'S FLAG, SAME IS TO BE FOR CHARTERERS ACCOUNT.

**CLAUSE 102 - QUARANTINE**

OWNERS SHALL BE LIABLE FOR ANY DELAY IN QUARANTINE ARISING FROM THE MASTER, OFFICERS OR CREW HAVING COMMUNICATION WITH THE SHORE AT ANY INFECTED AREA WITHOUT THE WRITTEN CONSENT OF CHARTERERS OR THEIR AGENTS, ALSO FOR ANY LOSS OF TIME THROUGH DETENTION BY THE CUSTOMS OR OTHER AUTHORITIES CAUSED BY SMUGGLING OR OTHER INFRACOCTIONS OF LOCAL LAW ON THE PART OF THE MASTER, OFFICERS OR CREW. ANY TIME LOST BY SUCH CAUSES MAY BE DEDUCTED AS OFF HIRE.

**CLAUSE 103 - SAFETY AND HEALTH REGULATIONS**

OWNERS WARRANT THAT THE VESSEL SHALL BE IN POSSESSION OF THE NECESSARY CERTIFICATES TO COMPLY WITH ALL SAFETY AND HEALTH REGULATIONS AND ALL CURRENT REQUIREMENTS AT ALL PORTS OF CALL DURING THE CURRENCY OF THIS CHARTER, WITHOUT HINDRANCE OR DELAY.

**CLAUSE 104**

DELETED

**CLAUSE 105**

DELETED

**CLAUSE 106**

OWNERS WARRANT THAT THE VESSEL IS ENTERED WITH THE PROTECTION AND INDEMNITY INSURER (NAME) FOR THE HULL COVERAGE AVAILABLE IN P AND I DIRECT COVERAGE FOR MARINE POLLUTIONS RISKS.

WHEN AN ESCAPE OR DISCHARGE OF OIL OR OTHER HAZARDOUS SUBSTANCES OCCURS FROM THE VESSEL AND CAUSES OR THREATENS TO CAUSE POLLUTION DAMAGE, OR WHEN THERE IS THE THREAT OF AN ESCAPE OR DISCHARGE OF OIL OR OTHER HAZARDOUS SUBSTANCES (IE. A GRAVE AND IMMINENT DANGER OF THE ESCAPE OR DISCHARGE WHICH, IF IT OCCURRED, WOULD CREATE A SERIOUS DANGER OF POLLUTION DAMAGE), THEN OWNERS SHALL IMMEDIATELY UNDERTAKE SUCH MEASURE AS ARE REASONABLY NECESSARY TO PREVENT OR MINIMIZE SUCH DAMAGE OR TO REMOVE THE THREAT.



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OWNER SHALL KEEP CHARTERERS ADVISED OF THE NATURE OF ANY MEASURES TAKEN BY THEM AND, IF TIME PERMITS, THE NATURE OF THE MEASURES INTENDED TO BE TAKEN BY THEM. IN THE EVENT OWNERS FAIL TO UNDERTAKE SUCH MEASURES, CHARTERERS MAY, AT THEIR OPTION, UPON NOTICE OWNERS TO OWNERS OR THE MASTER, DO SO THEMSELVES AND ANY MEASURES TAKEN BY CHARTERERS SHALL BE DEEMED TAKEN ON OWNER'S AUTHORITY AND AS OWNER'S AGENT AND SHALL BE AT OWNER'S EXPENSE EXCEPT TO THE EXTENT THAT ANY SUCH POLLUTION DAMAGE OR THREAT WAS CAUSED OR CONTRIBUTED TO BY CHARTERERS.

CLAUSE 107 - BOTTOM FOULING

IF THE VESSEL'S SPEED CAPACITY IS REDUCED AS A RESULT OF THE BOTTOM BEING FOULED BY THE REASON OF THE VESSEL BEING IN A PORT FOR A PERIOD IN EXCESS OF 30 DAYS, THE OWNERS ARE NOT TO BE RESPONSIBLE FOR REDUCTION IN SPEED OF THE VESSEL UP UNTILL SUCH TIME AS HER NEXT SCHEDULED DRYDOCK.

CLAUSE 108 - DECK CARGO

CARGO ON DECK/HATCH COVER NOT TO BE ALLOWED, HOWEVER AT THE REQUEST OF THE CHARTERERS, OWNERS WILL CONSIDER THAT THE VESSEL SHALL CARRY A DECK LOAD, IF REQUIRED, IN ACCORDANCE WITH NORMAL MARINE PRACTICE, AND DECK LOAD WILL BE CONTROLLED BY STABILITY, SEAWORTHINESS AND STRENGTH OF THE VESSEL SUBJECT TO MASTER'S APPROVAL.

PRESSURE OF DECK CARGO PER SQUARE METRES SHALL NOT EXCEED STRESS ALLOWED PER BUILDER'S PLAN AND TOTAL WEIGHT OF DECK CARGO SHALL NOT AFFECT SAFE STABILITY OF THE VESSEL. DECK CARGO TO BE STOWED, LASHED AND SECURED TO MASTER'S SATISFACTION, AND IN ACCORDANCE WITH ALL APPROPRIATE REGULATIONS.

CARGO ON DECK/HATCH COVER IF ANY AT CHARTERERS' TIME/ EXPENSES/ RISKS IN ACCORDANCE WITH VESSEL'S DECK/ HATCH COVER STRENGTH. IN VESSEL'S STABILITY AT MASTER'S DISCRETION AND ANY RISKS, CLAIMS, COSTS AND CONSEQUENCES ARISING FROM LOADING CARGO ON DECK/HATCH COVER TO BE FOR CHARTERERS ACCOUNT.

B/L ISSUED COVERING SUCH CARGO SHALL BE CLAUSED AS FOLLOWING:

"SHIPPED ON DECK AT CHARTERERS' SHIPPERS' AND RECEIVERS' RISKS, EXPENSES AND RESPONSIBILITY WITHOUT LIABILITY ON THE PART OF THE VESSEL OR HER OWNERS FOR ANY LOSS OR DAMAGE, EXPENSES OR DELAY HOWEVER CAUSED."

FURTHERMORE THE CHARTERERS TO PROTECT AND INDEMNIFY THE OWNERS AGAINST THIRD PARTIES CLAIMS WHICH MIGHT ARISE FROM SUCH REQUEST OF THE CHARTERERS. THE CHARTERERS TO TAKE OUT SATISFACTORY INSURANCE TO COVER THIS RISK AT THEIR EXPENSE AND OWNERS TO BE GIVEN A COPY OF SAME (STATING WHO ARE INSURERS AND TERMS OF INSURANCE).

CARGO TO BE LOAD/ DISCH MUST BE UNDER MASTER'S CARGO PLAN WHICH SAFETY AND STABILITY. (MASTER CAN REFUSE IF 1 HOLD EMPTY BUT OTHER HOLD RATHER FULL)

----- END -----





CHARTER PARTY OF MV 'VINASHIN BAY' DATED APRIL 22ND, 2009



For and on behalf of  
**RIGHT SEA LIMITED**  
威利有限公司

\_\_\_\_\_  
*Authorized Signature(s)*

FOR AND ON BEHALF OF OWNERS  
**RIGHT SEA LTD**

**OCEAN TRANSPORT & SHIPPING (ASIA) PTE LTD**

\_\_\_\_\_  
Director

FOR AND ON BEHALF OF CHARTERERS  
**OCEAN TRANSPORT & SHIPPING  
(ASIA) PTE LTD**

## PARTICULAR

1	Ship's Name:	Vinhlin Bay	26	Class Number:	VR 062697
2	Flag	VIET NAM	27	IMO No.	9428504
3	Port of Registry	HAI PHONG	28	Hull No.	H170B
4	Signal Letter	3MT0	29	Winches	Fukuk, Kawasaki-Korea
5	When Built	2008	30	Cranes, 3 sets	TTS crane, SWL 20 MT (Max Min: 183 N)
6	Builder	Pha Rung Shipyard	31	Hatch cover type: Split	Electric-Hydraulic Crane
7	Gross Tonnage	14,390 GRT		Main Engine	Quangzhou Diesel, B320Zcd-8
8	Net Tonnage	5,207		Brake Horse Power	3000 HP x 2 set
9	Displacement	26,976 T		Speed	52.5 rpm
10	Dead Weight	20,979 DWT		Maker	Guangzhou Advance Co. Ltd.
11	Draft / TPC	7.8 M / 24.998		When Made	2008
12	Speed Service:	abt 9.0 knots laden in good weather condition	32	Generator Engine (2 Set)	Yanmar Model: 6N18L-EV
13	F.O Consumption	FO: 16.5 MT / day at Sea FO: 2.2 MT / day in Port working			
	IFO 180 Cst				
	Idle - GE will use DO: 1.2 MT/day	used if output less than 120kw	33	Propeller	Power: 380V/50HZ, 550 KW x 2 set FO180Cst (RIME25) or D.O (DMB) 285 rpm x 2 sets
	Idle - GE will use DO: 2 MT/day	used if output higher than 120kw			
14	LOA / LBP	165.45 M / 156.00 M		Number of blade	4 Blades
15	Breadth / Depth	26.00 M / 12.00 M		Material	Bronze
16	Deck	Single Deck		Diameter	
17	Bulk Heads:	Seven (07)		Pitch	
18	Cargo Holds (M)	Cargo Hatches (M)	34	Maker	
	No. 1: 19.8 x 24.45 x 10.4	13.8 x 12.45 x 2.10		Boat Thruster	BUDGENS x 1475 rpm
	No. 2: 20.3 x 25.0 x 10.4	15.4 x 12.45 x 2.10		Diameter	1300 mm
	No. 3: 20.3 x 25.0 x 10.4	15.4 x 12.45 x 2.10	35	Boiler	Scotch Type
	No. 4: 18.5 x 25.0 x 10.4	14.7 x 12.45 x 2.10		Number	1 set
	No. 5: 20.3 x 25.0 x 10.4	15.4 x 12.45 x 2.10		Heating Surface	
	No. 6: 19.06 x 25.0 x 10.4	14.7 x 12.45 x 2.10		Working Pressure	7kg/cm2
19	Capacity (Grain) Total	25,162.3 M3 (about)		Fuel	1.0 MT Fuel oil
	+ No. 1: 3,843.8 M3	+ No. 4: 4,175.6 M3		Maker	Aalborg-China
	+ No. 2: 4,336.1 M3	+ No. 5: 4,336.5 M3		When Made	2007
	+ No. 3: 4,329.8 M3	+ No. 6: 4,130.7 M3	36	Fire Fighting System	CO2 System
20	Ballast Tanks	11,383.4 M3	37	Life Boat	25 persons x 2 sets
21	Fresh water Tanks	220.8 M3	38	Navigation Equipment	Gyro compass, GPS, Radar x2
22	Fuel Oil Tanks	766.7 M3 (at 100% Volume) A 261.0 M3 (at 100% Volume) Total: 1,027.7 M3	39	Communication	Immarsat-C, MF/HF DSC, VHF, GMDSS A1+A2+A3
23	Strength of Tanktop:	17.00 MT / M2	40	Immarsat No.	457411410
	Strength of Hatch's cover:	3.40 MT / M2		Telephone / Fax No.	+870. 761116246 / 76116246
	Strength of main deck:	3.00 MT / M2			

SEA LIMITED



## Exhibit 2

# RIGHT SEA LIMITED

M/V VINASHIN BAY / Ocean Transport & Shipping (Asia) - CP DD 22.04.09

## HIRE STATEMENT

Delivered:

19/05/2009 01:00 GMT

20/08/2009 20:30 GMT

93.8125

Hire to:

4,800.00

Total Days

3.75%

Rate per day

Commission, deductible

Hire	93.8125 days at USD	4,800.00	USD	450,300.00	
Off-hire: Koh-Sichang 07th Jun 1630hrs LT - 08th Jun 2130hrs LT	-1.20833 days at USD	4,800.00	USD	-5,799.98	
Under Performance Claims As Per WeatherNews Routing Report	-2.45 days at USD	4,800.00	USD	-11,760.00	
Gross hire			USD	432,740.02	
Address commission	-3.75%		USD	-16,227.75	
Net hire			USD	416,512.27	
Bunkers on delivery	FO DO	249.56 MT at USD 37.79 MT at USD	308.00 475.00	USD USD	76,864.48 17,950.25
Bunkers on re-delivery	FO DO	-227.23 MT at USD -75.36 MT at USD	308.00 475.00	USD USD	-69,986.84 -35,793.63
Bunkers off hire	DO	-1.44999 MT at USD	475.00	USD	-688.75
Bunkers Over Consumed As per Weather Routing Report	FO DO	-47.17 MT at USD -11.66 MT at USD	308.00 475.00	USD USD	-14,528.36 -5,538.50
Entertain./Communic		92.60417 days at USD	1000.00	USD	3,044.52
ILOHC			2000.00	USD	2,000.00
Ownrs Expenses - Repair Cost At Koh-Sichang				USD	-1,450.00
Ownrs Expenses - Repair Cost At Koh-Sichang				USD	-3,009.00
On Hire Survey Fees 50%				USD	-132.96
TOTAL			USD		385,243.49

Already remitted:			
1a. Hire payment	Value 01.06.09	USD	-150,000.00
1b. Hire payment	Value 02.06.09	USD	-15,000.00
2. Hire payment	Value 04.06.09	USD	-70,000.00
3. Hire payment	Value 18.06.09	USD	-60,162.00
BALANCE DUE TO OWNERS		USD	90,081.49

## Exhibit 3



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	
RIGHT SEA LIMITED,	:
	:
Plaintiff,	:
	:
- against -	:
	:
OCEAN TRANSPORT & SHIPPING (ASIA) PTE. LTD.,	:
	:
Defendant.	:
-----X	

09 Civ. \_\_\_\_\_  
ECF

**AFFIDAVIT IN SUPPORT OF PRAYER FOR MARITIME ATTACHMENT**

State of Connecticut    )  
                                  )       ss: SOUTHPORT  
County of Fairfield    )

Darin L. Callahan, being duly sworn, deposes and says:

1.       I am a member of the Bar of this Court and represent the Plaintiff herein. I am familiar with the facts of this case and make this Affidavit in support of Plaintiff's prayer for the issuance of a Writ of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure.

**DEFENDANT IS NOT PRESENT IN THE DISTRICT**

2.       I have attempted to locate the Defendant OCEAN TRANSPORT & SHIPPING (ASIA) PTE. LTD. within this District. As part of my investigation to locate the Defendant within this District, I checked the telephone company information directory, as well as the white and yellow pages for New York listed on the Internet or World Wide Web, and did not find any listing for the Defendant. Finally, I checked the New York State Department of Corporations' online database which showed no listings or registration for the Defendant.

3. I submit based on the foregoing that the Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims.

4. Upon information and belief, the Defendant has, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within this District, which are believed to be due and owing to the Defendant.

5. This is Plaintiff's first request for this relief made to this Court.

**PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER**

6. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil Procedure, for an Order appointing Patrick F. Lennon, Kevin J. Lennon, Charles E. Murphy, Nancy R. Siegel, Coleen A. McEvoy, Anne C. LeVasseur, Darin L. Callahan or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC, or any process server employed by Gotham Process Servers, in addition to the United States Marshal, to serve the Ex Parte Order and Process of Maritime Attachment and Garnishment, together with any interrogatories, upon the garnishee(s), together with any other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff) may hold assets of, for or on account of, the Defendant.

7. Plaintiff seeks to serve the prayed for Process of Maritime Attachment and Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment/award ultimately obtained by Plaintiff and entered against the Defendant.

8. To the extent that this application for an Order appointing a special process server

with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Process of Maritime Attachment and Garnishment to the various garnishees to be identified in the writ.

**PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES**

9. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendant, within this District. Obtaining leave of Court at this time to serve any later identified garnishees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

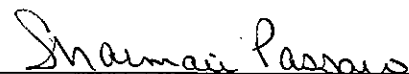
**PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS**

10. Further, in order to avoid the need to repetitively serve the garnishees/banks, Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte Order for Process of Maritime Attachment, for any process that is served on a garnishee to be deemed effective and continuous service of process throughout any given day on which process is served; and throughout the next day, provided that process is served that day, and to authorize service of process via facsimile or e-mail following initial *in personam* service.

Dated: September 17, 2009  
Southport, CT

  
Darin L. Callahan

Sworn and subscribed to before me  
this 17th day of September, 2009

  
Notary Public

